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A G R E E M E N T

THIS AGREEMENT, Made this *16 TH* day of *MARCH*,  
A. D. 1955, between The City of Philadelphia (hereinafter called the City),  
party of the first part, and the Township of Springfield, County of Mont-  
gomery, Commonwealth of Pennsylvania (hereinafter called the Township),  
party of the second part.

WITNESSETH: That the parties hereto in consideration of the  
mutual benefits and advantages accruing to them and the annual payment to  
be made by the Township to the City, do hereby covenant, contract and agree  
to and with each other as follows:

First. It is agreed that there shall be constructed or recon-  
structed at the sole cost of the Township, a sanitary sewer connecting the  
sanitary sewer system of the Township in the portion of the Township adjacent  
to Northwestern avenue with the City's sewer system, as shown upon the plan  
accompanying this agreement. For the purpose of such construction, the City  
grants to the Township the right of entry upon the land through which the  
said connection may extend.

The connecting sewer built within the limits of the City shall con-  
form in all respects to the design and specifications provided for sewers  
within the City of Philadelphia and the construction thereof shall be subject  
to inspection by the Water Department of the City at the cost of the Township  
and shall be subject to maintenance by the City.

Upon completion and acceptance of such portion of said sewer as  
lies within the City limits, title thereto, and to any right-of-way within  
the City limits acquired by the Township shall pass to and vest in the City;  
and the Township, through its proper officers, shall execute, acknowledge  
and deliver any and all deeds or other documents necessary therefor.

Second. It is agreed that there will be provided in the said con-  
necting sewer sufficient capacity to receive and convey sewage from properties

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701 within The City of Philadelphia abutting upon or serviced by the aforesaid connecting sewer.

Third. Before any sewage is delivered from the Township into the sewers of the City, the Township shall enact and enforce such rules, regulations, resolutions or ordinances governing sewer connections and the admission of sewage into the sewers of the Township as shall conform to the rules, regulations, resolutions or ordinances of The City of Philadelphia now existing or hereafter adopted with respect thereto.

Fourth. No substance deleterious or detrimental to the sewers or to the treatment of sewage, including but not limited to oils, <sup>greases,</sup> gases, acids or acid wastes, shall be discharged from the sewers of the Township into the sewers of the City and failure to comply with a notice in writing from the Water Commissioner of the City to cease and discontinue the delivery of any such substance or substances shall be sufficient cause for the termination of this agreement and the severing of the sewer connections by the City.

Fifth. The sewage to be received under the terms of this agreement by the City from the Township shall not exceed a maximum flow of two-tenths cubic feet per second or a maximum flow of one hundred thousand gallons per twenty-four hour day. This quantity shall be in addition to the maximum daily flow of one million five hundred thousand gallons permitted in the agreement of January 4, 1947, as amended by this agreement. Should either of the said maximums be exceeded, the Township shall make other provisions for accommodating such excess sewage flow at the sole cost and expense of the said Township.

Sixth. The sewage to be received by the City shall be from the area in the Township adjacent to Northwestern avenue, as outlined on the plan accompanying this agreement.

Seventh. The City shall place, operate and maintain a gauging station to be installed at Northwestern avenue approximately one hundred and twenty-five feet northeast of Wissahickon drive within The City of Philadelphia, equipped with a recording gauge of a type mutually acceptable to the



parties hereto for the purpose of measuring the sewage received, and the records and accounts of the parties to this agreement shall be mutually accessible for the purpose of audit.

Eighth. (a) The City's sewer extending from the point of connection with the Township sewer aforementioned to a point of discharge into the Schuylkill river at a point approximately three hundred feet downstream from Fairmount Dam shall be the route of conveyance of said sewage during the first period of time covered by this agreement, to be known as Period No. 1.

(b) The City's sewers extending from the point of connection with the Township sewer through the Southwest Sewage Treatment Works to the point of discharge into the Delaware River at Island avenue shall be the route of conveyance of said sewage during the second period of time covered by this agreement, to be known as Period No. 2.

Ninth. It is agreed that the sanitary sewage discharged by the sewers of the Township into the sewers of the City shall be received, conveyed and disposed of during the two periods of time above mentioned, subject to the terms and conditions of this agreement.

Tenth. The Township agrees to pay annually to the City, in accordance with bills rendered, a sum or sums computed as follows:

Period No. 1: For the conveyance of sewage discharged by the Township sewers into the receiving sewer of the City from the point of connection of the Township sewer with the receiving sewer of the City to a point of disposal into the Schuylkill river at a point approximately three hundred feet downstream from Fairmount Dam, the sum of one (1) dollar per day for one hundred thousand gallons or portion thereof per day.

Period No. 2: For the conveyance and treatment of sewage discharged by the Township sewers into the receiving sewer of the City, from the point of connection of the Township sewer with the receiving sewer of the City

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through the Southwest Sewage Treatment Works to the point of discharge into the Delaware river at Island avenue, a total of the sums as follows:

a. Item I. Relating to construction costs of sewerage facilities of The City of Philadelphia used by the Township of Springfield:

(1) That proportion of four (4%) per cent. of the actual construction cost including engineering and appurtenant costs for the gauging station, sewers, siphon, pumping station, force mains, conduits, treatment works and supplementary or auxiliary installations of the City as shall be determined by applying to the said four (4%) per cent. of the actual construction cost, etc., the ratio of the maximum sewage flow to be contributed by the Township to the designed capacity of each portion of said facilities of the City, to wit

(a) Annual rent for use of Southwest Sewage Treatment

Works shall be on the basis of this formula:

$$\begin{array}{lcl} 4\% \text{ of actual construction cost} & \times & \frac{100,000 \text{ gallons per day}}{\text{designed capacity in gallons per day}} \\ & & = \text{annual rent for use of Southwest Sewage Treatment Works} \end{array}$$

(b) Annual rent for use of all other sewerage

facilities shall be on the basis of this formula:

$$\begin{array}{lcl} 4\% \text{ of actual construction cost} & \times & \frac{0.2 \text{ cubic feet per second}}{\text{designed capacity in cubic feet per second}} \\ & & = \text{annual rent for each facility used other than Southwest Sewage Treatment Works} \end{array}$$

b. Item II. Relating to operating costs of sewerage facilities of The City of Philadelphia used by Springfield Township:

That proportion of the total annual cost of operation for gauging, pumping and treatment of sewage at the said facilities, and supplementary or auxiliary installations of the City shall be determined by applying the ratio of the total annual volume of sewage contributed by the Township to the total annual volume of sewage gauged, pumped or treated at the said facilities of the



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City, which said annual cost of operation shall include payrolls, supplies, maintenance, repairs, renewals and replacement of operating equipment, supervision and power and all other costs and charges connected with or attributable to the ownership and operation of said facilities.

Eleventh. Payments to be made by the Township in accordance with the terms of this agreement shall be payable to the City on the first day of January of the calendar year following the date when sewage is first delivered to the sewers of the City from the sewers of the Township, and annually thereafter on the first day of January of each succeeding year. If any payment by the Township shall not have been paid by the first day of March, of any year, the City may enter judgment on the bond hereinafter provided for against the Township.

Twelfth. It is further agreed that the Township shall make and deliver to the City its bond in the sum of two thousand (2,000) dollars, containing a warrant to confess judgment and in form approved by the City Solicitor of the City, conditioned upon and guaranteeing compliance with all the terms, provisions and covenants relating to the payment of money to the City as set forth in this agreement.

Thirteenth. If any disputes arise between the parties hereto relating to any of the terms, conditions and covenants in this agreement, the same shall be submitted for final decision to the Water Commissioner of the City and such decision shall be final and binding upon the parties hereto.

Fourteenth. The Township agrees to and it does hereby release the City of Philadelphia from any and all claims for damages or suits therefor, by reason of the inability of the City, not due to gross negligence on its part, to receive, convey and/or treat sewage from the Township. The Township further agrees to indemnify, and hold harmless, the City of and from any and all claims arising out of any construction work undertaken by the Township or its contractors within the limits of the City.

Fifteenth. This agreement shall continue in full force and effect until January 4, 1972 and shall thereafter continue from year to year with

405 the right in either party hereto, upon written notice to the other, to terminate the agreement at the expiration of five years from the date of such notice of termination.

Sixteenth. The agreement dated January 4, 1947, made and entered into between the said parties pursuant to the ordinance approved November 13, 1946, is hereby amended as hereinafter set forth:

a. Paragraph Second is amended to read as follows:

"Second. The Township shall have the right and privilege of connecting the sanitary sewer systems constructed, or to be constructed, in the Erdenheim and Whitmarsh sections of the Township of Springfield and in Apel avenue between Pennsylvania avenue and Orlando avenue in the Township of Upper Dublin and in three sections of Cheltenham Township, as shown on the plan attached hereto, with the sewers constructed and owned by the City at a point in Norwood avenue approximately seven hundred and fifty feet northeast of Germantown avenue.

For this purpose, the City grants to the Township the right of entry upon the streets through which the said sewer may extend for the purpose of such construction. Any sewer built within the limits of the City shall conform in all respects to the design and specifications provided for sewers within The City of Philadelphia, and shall be subject to inspection by the Water Department of the City at the cost of the Township. Upon completion of such sewers lying within the City limits, title thereto upon acceptance thereof by the City, and title to any right-of-way acquired by the Township, shall pass to and vest in the City, and the Township, through its proper officers, will execute, acknowledge and deliver any and all deeds or other documents necessary therefor."

b. Paragraph Seventh is amended to read as follows:

"Seventh. It is agreed that the sewage to be received by the City shall be from the Erdenheim and Whitmarsh sections of the Township



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of Springfield and from a portion of the Township of Upper Dublin and from three areas of Cheltenham Township, as outlined on the plan accompanying the supplemental agreement dated the 16<sup>TH</sup> day of MARCH , A. D. 1955."

c. Paragraph Twelfth is amended to read as follows:

"Twelfth. The maximum flow of sewage to be received by the City pursuant to the provisions of this agreement shall be one million five hundred thousand gallons per twenty-four hour day, for which the Township agrees to pay annually to the City, in accordance with bills rendered, the following amounts:

Period No. 1. For the conveyance of sewage discharged by the Township sewers into the receiving sewer of the City from the point of connection of the Township sewage flow with the receiving sewer of the City to a point of disposal into the Schuylkill river at a point approximately three hundred feet downstream from Fairmount Dam the sum of one (1) dollar per day for the first two hundred thousand gallons or portion thereof per day; an additional one (1) dollar per day for the next three hundred thousand gallons or portion thereof per day, over and above two hundred thousand gallons per day; an additional one (1) dollar per day for the next four hundred thousand gallons or portion thereof per day, over and above five hundred thousand gallons per day; and an additional two (2) dollars per day for the next six hundred thousand gallons or portion thereof per day, over and above nine hundred thousand gallons per day.

Period No. 2. For the conveyance of sewage discharged by the Township sewers into the receiving sewer of the City, from the point of connection of the Township sewage flow with the receiving sewer of the City to the proposed outlet into the Delaware river at Island avenue and the treatment of said sewage at the Southwest Sewage Treatment Works, the sum of the following items:

a. Item 1. For conveyance to the Southwest Sewage Treatment Works and from the said works to the point of disposal of the effluent of said works in the Delaware river,

(1) that proportion of a depreciation of one (1%) per cent. per annum of the actual construction cost including engineering and appurtenant costs for the sewers, siphon, force mains and conduits and supplementary or auxiliary installations of the City as shall be determined by applying to the said depreciation the ratio of three and four-tenths cubic feet per second, maximum flow of sewage to be contributed by the Township, to the designed capacity of each portion of said facilities of the City, and

(2) that proportion of a depreciation of two (2%) per cent. per annum of the actual construction cost including engineering and appurtenant costs for the gauging station, pumping station and supplementary or auxiliary installations of the City as shall be determined by applying to the said depreciation the ratio of three and four-tenths cubic feet per second, maximum flow of sewage to be contributed by the Township, to the designed capacity of each portion of said facilities of the City, and

(3) that proportion of the total annual cost of operation for gauging and pumping of sewage at the said facilities, and supplementary or auxiliary installations of the City as shall be determined by applying the ratio of the total annual volume of sewage contributed by the Township to the total annual volume of sewage gauged or pumped at the said facilities of the City, which said annual cost of operation shall include payrolls, supplies, maintenance, repairs, renewals and replacement of operating equipment, supervision and power, and all other costs and charges connected with or attributable to the ownership and operation of said facilities.

b. Item 2. For the treatment of sewage at the Southwest Sewage Treatment Works,



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(1) that proportion of a depreciation of two (2%) per cent. per annum of the actual construction cost including engineering and appurtenant costs for the Southwest Sewage Treatment Works of the City as shall be determined by applying to the said depreciation the ratio of one million five hundred thousand gallons per twenty-four hour day, a maximum flow of sewage to be contributed by the Township, to the designed capacity of each portion of said works of the City, and

(2) that proportion of the total annual cost of operation for treatment of sewage at the said works of the City as shall be determined by applying the ratio of the total annual volume of sewage contributed by the Township to the total annual volume of sewage treated at the said facilities of the City, which said annual cost of operation shall include payrolls, supplies, maintenance, repairs, renewals and replacement of operating equipment, supervision and power and all other costs and charges connected with or attributable to the ownership and operation of said works."

Seventeenth. All the covenants contained in this agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same force and effect as if the words "successors and assigns" had in each case been specifically mentioned.

IN WITNESS WHEREOF, The Water Commissioner has caused this agreement to be executed on behalf of the City pursuant to an ordinance of the Council and the appropriate officers of the Township have executed this agreement and have hereunto affixed the corporate seal of the Township, duly attested, the day and year first above written.

ATTEST:

ATTEST:

SECRETARY

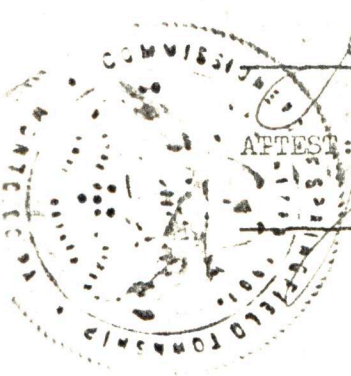
WATER DEPARTMENT OF THE  
CITY OF PHILADELPHIA

By Samuel J. Cope  
Water Commissioner

TOWNSHIP OF SPRINGFIELD

By G. H. Schaub  
President

ABRAHAM L. FREELMAN  
City Solicitor  
Per [Signature] Assistant City Solicitor



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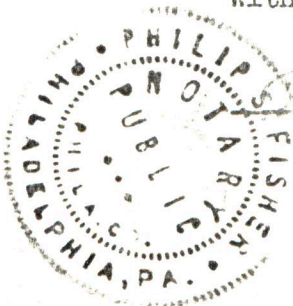
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COMMONWEALTH OF PENNSYLVANIA )  
CITY AND COUNTY OF PHILADELPHIA ) ss

BE IT REMEMBERED, that on this 16<sup>TH</sup> day  
of MARCH, A. D. 1955, before me, the subscriber, a Notary  
Public in and for the Commonwealth of Pennsylvania, residing in The  
City of Philadelphia, personally appeared SAMUEL S. BAXTER, personal-  
ly known to me and to me known to be the Water Commissioner of The  
City of Philadelphia, who, being duly sworn according to law, deposes  
and says that he resides in The City of Philadelphia and is the Water  
Commissioner of the said City; that the said agreement was duly exe-  
cuted and delivered by him as and for the act and deed of The City  
of Philadelphia for the uses and purposes therein set forth.

Samuel S. Baxter  
Water Commissioner

Sworn to and subscribed before  
me the day and year aforesaid.  
Witness my hand and Notarial Seal.



Philip S. Fisher  
Notary Public  
NOTARY PUBLIC  
My Commission Expires Jan. 6, 1957



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↓ COUNTY OF MONTGOMERY ) ss

BE IT REMEMBERED, That on this 16<sup>TH</sup> day of MARCH

A. D. 1955, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, residing in the County of Montgomery, personally appeared G. A. Schwab, personally known to me and to me known to be the President of the Board of Commissioners of the Township of Springfield, County of Montgomery, who, being duly sworn according to law, deposes and says that he resides in the said Township of Springfield and is the President of the Board of Commissioners of the said Township; that he affixed the seal of the said Township of Springfield hereto; that the seal so affixed is the common or corporate seal of the said Township of Springfield; that the said agreement was duly sealed and delivered by him as and for the act and deed of the said Township of Springfield for the uses and purposes therein set forth; that the said Agreement was executed by him and the seal of the Township of Springfield affixed thereto under and by the authority of a resolution of the Commissioners of the Township of Springfield approved the 9<sup>th</sup> day of March A. D. 1955, that he signed his name thereto by the same authority, and that the name of this deponent subscribed to the said agreement as President of the Board of Commissioners of the said Township of Springfield in attestation of the due execution thereof is in deponent's own proper handwriting.

G. A. Schwab  
President, Board of Commissioners

Sworn and subscribed before  
me the day and year aforesaid.  
Witness my hand and Notarial  
Seal.

